

PARUL UNIVERSITY
FACULTY OF MANAGEMENT
BBA, Winter 2019 - 20 Examination

Semester: 5
Subject Code: 06101304
Subject Name: Mercantile Law

Date: 26/11/2019
Time: 10:30am to 1:00pm
Total Marks: 60

Instructions

1. All questions are compulsory.
2. Figures to the right indicate full marks.
3. Make suitable assumptions wherever necessary.
4. Start new question on new page.

Q.1 Do as Directed.**A). Multiple choice type questions/Fill in the blanks. (Each of 1 mark) (05)**

1. A mistake as to a law not in force in India has the same effect as:

(a) mistake of fact	(c) mistake of Indian law
(b) fraud	(d) misrepresentation
2. The term "goods" under Sale of Goods Act, 1930 does not include

a) goodwill	c) actionable claims
b) stocks and shares	d) harvested crops
3. A and B contract to marry each other. Before the time fixed for the marriage A goes mad. In such a case the contract is:

a) Void	c) Voidable
b) Valid	d) None of these
4. Consent is not said to be free, when it is caused by

a) coercion	c) undue influence
b) fraud	d) all the above
5. Which of the following can be a party to enter into a contract?

a) A convict under sentence	c) Joint stock company
b) Minor	d) All of the above

B). Define the following. (Each of 1 mark) (05)

1. Contract
2. Misrepresentation
3. Cheque
4. Wager
5. Quasi Contract

C). Direct questions. (Each of 1 mark) (05)

1. What are the rules of valid acceptance?
2. Mention any two features of legality of object.
3. Define the indemnity and Guarantee
4. Any four features of negotiable instruments.
5. What do you mean Agreement to sale

Q.2 Answer the following questions.

A). Explain types of contracts with suitable examples. (07)

B). Discuss the rights and duties of finder of lost goods. (08)

Q.3 Answer the following questions.

A). Mention various mode of discharge of contract. Also explain any two of them. (07)

B). List rights of unpaid seller against the buyer. Explain suit for price and suit for damage for non-acceptance (08)

Q.4 Attempt any two questions. (Each of 7.5 mark) (15)

1. "Stranger to contract can sue but stranger to consideration cannot". Comment.
2. What do you mean by Doctrine of caveat emptor? Discuss its exceptions

3. "Agreement in restraint of trade is void". Comment and mention exceptions.
4. "All contracts are agreements but all agreements are not contracts" Explain.